

STIPULATIONS

Big Wheel Bike Tours
Special Recreation Permit CA-660-SRP-04-02, as amended
Mecca Hills-Orocopia Mountains
Santa Rosa and San Jacinto Mountains National Monument
Big Morongo Canyon Preserve

Environmental Assessment CA-660-04-60
Documentation of Land Use Plan Conformance and NEPA Adequacy CA-660-05-79

[Amendments to permit stipulations (originally approved on January 19, 2005, as attached to Special Recreation Permit CA-660-SRP-04-02) appear in red.]

The Box Canyon Bicycle Tour (“Box Canyon Express”) and “Palm Springs Summer in Winter Getaway” both utilize Box Canyon Road through the Mecca Hills. Box Canyon Road is a state highway (California Highway 195) for which a right-of-way grant was issued by the United States to provide for public conveyance across public lands. The BLM Palm Springs-South Coast Field Office has determined that use of this road in conjunction with commercial tours conducted by *Big Wheel Bike Tours* does not require a Special Recreation Permit. Stipulations herein contained, therefore, are not applicable to such use. However, *Big Wheel Bike Tours* is responsible for compliance with all applicable laws, which include the Archaeological Resources Protection Act, National Historic Preservation Act, and Endangered Species Act; compliance with regulations that prohibit certain activities without authorization, such as erecting signs or providing sanitary facilities; and compliance with regulations that protect resource values, such as those prohibiting the destruction of natural features. The following stipulations generally address such applicable laws and regulations; hence, *Big Wheel Bike Tours* is advised and encouraged to comply with them when using Box Canyon Road. Compliance with the following stipulations is required for all other uses of public lands as described in Environmental Assessment CA-660-04-60 and Documentation of Land Use Plan Conformance and NEPA Adequacy CA-660-05-79.

Standard Conditions and Stipulations:

The Special Recreation Permit (or “permit”) is subject to the following standard conditions and stipulations (see Form 8370-1, “Special Recreation Application and Permit”). *Big Wheel Bike Tours* is herein recognized as the “permittee.”

1. This permit is issued for the period specified herein. It is revocable for any breach of conditions hereof or at the discretion of the authorized officer of the Bureau of Land Management (BLM), at any time upon notice. This permit is subject to valid adverse claims heretofore or hereafter acquired.
2. This permit is subject to all applicable provisions of the regulations (43 CFR Groups 2900 and 8300) which are made a part hereof.
3. This permit is subject to the provisions of Executive Order No. 11246 of September 24, 1965, as amended, which sets forth the Equal Opportunity clauses. A copy of this order may be obtained from the authorized officer.

4. This permit may not be reassigned or transferred by the permittee.
5. The payment of estimated user fees in advance of permit issuance is not applicable to *Big Wheel Bike Tours*.
6. The permittee shall observe all federal, state, and local laws and regulations applicable to the premises, including the regulations for the protection of game birds and animals, to erection or maintenance of signs or advertising displays, and shall keep the premises in a neat, orderly manner, and sanitary condition.
7. The permittee shall take all reasonable precautions to prevent and suppress forest, brush, and grass fires, and to prevent polluting of waters on or in the vicinity of the public lands.
8. The permittee shall not enclose roads or trails commonly in public use.
9. The permittee shall pay the United States for any damage to its property resulting from this use.
10. The permittee shall immediately notify the authorized officer of an address change.
11. The prohibition regarding the cutting of timber on the public lands without prior written permission from the authorized officer is not applicable in the subject area.
12. The permittee shall indemnify, defend, and hold harmless the United States and/or its agencies and representatives against and from any and all demands, claims, or liabilities of every nature whatsoever, including, but not limited to, damages to property and injuries to or death of persons arising directly or indirectly from, or in any way connected with, the permittee's use and occupancy of the public lands described in this permit or with the event authorized under this permit.
13. Authorized representatives of the Department of the Interior, other Federal agencies, and game wardens must at all times have the right to enter the premises on official business.
14. The permittee shall abide by all special stipulations attached hereto.
15. The permittee shall not disturb archeological and historical values, including, but not limited to, petroglyphs, ruins, historic buildings, and artifacts.
16. The permittee shall leave in place any hidden cultural values uncovered through authorized operations.

General Terms:

The Special Recreation Permit is subject to the following general terms (from BLM handbook H-2930-1) as policy of the Bureau of Land Management. The term “authorized officer” refers to the Field Manager or his/her designated representative of the Palm Springs-South Coast Field Office.

1. The permittee shall comply with all federal, state, and local laws, ordinances, regulations, orders, postings, or written requirements applicable to the area or operations covered by the special recreation permit. The permittee shall ensure that all persons operating under the authorization have obtained all required federal, state, and local licenses or registrations. The permittee shall make every reasonable effort to ensure compliance with these requirements by all agents of the permittee and by all clients, customers, participants, or spectators under the permittee’s supervision.
2. A Special Recreation Permit authorizes special uses of the public lands and related waters and, should circumstances warrant, the permit may be modified by the BLM at any time, including modification of the amount of use. The authorized officer may suspend or terminate a Special Recreation Permit if necessary to protect public resources, health, safety, the environment, or because of noncompliance with permit stipulations. Actions by the BLM to suspend or terminate a Special Recreation Permit are appealable.
3. No value shall be assigned to or claimed for the permit, or for the occupancy or use of federal lands or related waters granted thereupon. The permit privileges are not to be considered property on which the permittee shall be entitled to earn or receive any return, income, price or compensation. The use of a permit as collateral is not recognized by the BLM.
4. Unless expressly stated, the Special Recreation Permit does not create an exclusive right or use of an area by the permittee. The permittee shall not interfere with other valid uses of the federal land by other users. The United States reserves the right to use any part of the area for any purpose.
5. The permittee or permittee’s representative may not assign, contract, or sublease any portion of the permit authorization or interest therein, directly or indirectly, voluntarily or involuntarily. However, contracting of equipment or services may be approved by the authorized officer in advance, if necessary to supplement a permittee’s operations. Such contracting should not constitute more than half the required equipment or services for any one trip and the permittee must retain operational control of the permitted activity. If equipment or services are contracted, the permittee shall continue to be responsible for compliance with all stipulations and conditions of the permit.
6. All advertising and representations made to the public and the authorized officer must be accurate. Although the addresses and telephone numbers of the BLM may be included in advertising materials, official agency symbols may not be used. The permittee shall not use advertising that attempts to portray or represent the activities as being conducted by the BLM. The permittee may not portray or represent the permit fee as a special federal user’s tax. The permittee must furnish the authorized officer with any current brochure and price list if requested by the authorized officer.
7. The permittee must assume responsibility for inspecting the permitted area for any existing or new hazardous conditions, e.g., trail and route conditions, land slides, avalanches, rocks,

changing water or weather conditions, falling limbs or trees, submerged objects, hazardous wildlife, or other hazards that present risks for which the permittee assumes responsibility.

8. In the event of default on any mortgage or other indebtedness, such as bankruptcy, creditors shall not succeed to the operating rights or privileges of the permittee's Special Recreation Permit.
9. The permittee cannot, unless specifically authorized, erect, construct, or place any building, structure, or other fixture on public lands. Upon leaving, the lands must be restored as nearly as possible to pre-existing conditions.
10. The permittee must present or display a copy of the Special Recreation Permit to an authorized officer's representative, or law enforcement personnel upon request. If required, the permittee must display a copy of the permit or other identification tag on equipment used during the period of authorized use.
11. The authorized officer, or other duly authorized representative of the BLM, may examine any of the records or other documents related to the permit, the permittee or the permittee's operator, employee, or agent for up to three (3) years after expiration of the permit.
12. The permittee must submit a post use report to the authorized officer for every year the permit is in effect. If the post use report is not received by the established deadline, the permit will be suspended and/or fines assessed. [Timely submission of "Monthly Use Reports" by *Big Wheel Bike Tours* is sufficient to meet the requirement for annual post use reports; see stipulation "C5."]
13. The permittee shall notify the authorized officer of any accident that occurs while involved in activities authorized by this permit which result in death, personal injury requiring hospitalization or emergency evacuation, or in property damage greater than \$2,500 or a lesser amount as established by state law. Reports should be submitted within forty-eight (48) hours in the case of death or injury, or ten (10) days in accidents involving property damage.

Special Stipulations:

In addition to the standard conditions and stipulations, as well as the general terms, the Special Recreation Permit issued to *Big Wheel Bike Tours* is subject to the following special stipulations (per *Standard Condition and Stipulation 14*).

A. GENERAL

1. This permit authorizes use of BLM-administered lands ("public lands") only. *Big Wheel Bike Tours* shall inform pertinent private landowners and/or other public agencies of the use of properties owned or administered by them.
2. This permit is for the use of public lands for the purposes stated and does not provide for road maintenance, fire protection, sanitation facilities, or any other such service by the BLM.
3. *Big Wheel Bike Tours* shall not allow any vehicles not operated by *Big Wheel Bike Tours* employees to accompany *Big Wheel Bike Tours* vehicles during tours. This includes, but is not

limited to, vehicles used for the purpose of photographing clients while on a tour conducted by *Big Wheel Bike Tours*.

4. *Big Wheel Bike Tours* shall not undertake filming activities, whether still photography, moving pictures or videography, for advertising purposes without prior approval of the authorized officer.
5. Training trips and complimentary (“comp”) tours conducted during the dates of the permitted use must be in accordance with all terms and conditions of the permit. “Complimentary” tours are those for which *Big Wheel Bike Tours* receives no compensation, whether monetary or services rendered.
6. (a) All employees of *Big Wheel Bike Tours* who guide tours shall participate in a tortoise education program prior to commencing tours in the Mecca Hills-Orocopia Mountains region (see stipulation “G2”). *Big Wheel Bike Tours* is responsible for ensuring that the education program is presented to tour guides. *Big Wheel Bike Tours* shall furnish the authorized officer with a list of trained employees.

(b) *Big Wheel Bike Tours* will not allow any employee who has not received this training to operate tour vehicles in the Mecca Hills-Orocopia Mountains region.
7. (a) *Big Wheel Bike Tours* shall have in force public liability insurance covering the following: (a) damage to property in the amount of \$30,000.00 (minimum); (b) damage per occurrence (persons, bodily injury, or death) in the amount of \$300,000.00 (minimum); and (c) an annual aggregate limit of \$600,000.00 (minimum). The coverage shall extend to property damage, bodily injury, or death arising out of *Big Wheel Bike Tours*’ operations under the permit, including, but not limited to, the occupancy of the lands, structures, facilities, or equipment authorized by the permit. The insurance shall name the United States Government as additional insured (not co-insured) and provide for specific coverage for *Big Wheel Bike Tours*’ contractually assumed obligation to indemnify the United States. The policy shall also contain a specific provision or rider to the effect that the policy will not be cancelled or its provisions changed or deleted before thirty (30) days written notice by the insurance company to the BLM.

(b) *Big Wheel Bike Tours* must submit a valid certificate of insurance covering the authorized activity prior to initiating operations. The authorized officer may require *Big Wheel Bike Tours* to furnish a copy of the insurance policy. The name on the insurance policy or certificate of insurance must be the same as the name on the Special Recreation Permit. If *Big Wheel Bike Tours* holds an insurance policy which only insures it and not its employees, *Big Wheel Bike Tours* must ensure that its employees also have the required insurance in effect, and that a certificate of insurance is furnished to the authorized officer. The insurance need only be valid during periods of actual use.

B. USE LIMITS / OPERATIONAL REQUIREMENTS

Mecca Hills-Orocopia Mountains: Box Canyon Bicycle Tour (“Box Canyon Express”) & “The Palm Springs Summer in Winter Getaway”

1. *Big Wheel Bike Tours* is limited to a maximum of fifty (50) individuals per tour, not including *Big Wheel Bike Tours* drivers and tour guides, for the Box Canyon Bicycle Tour (“Box Canyon Express”). No more than two tours per day are allowed. If either the Box Canyon Bicycle Tour or “The Palm Springs Summer in Winter Getaway” includes a hike to, or part way to Sheep Hole Oasis, *Big Wheel Bike Tours* is limited to a maximum of forty-eight (48) individuals per day, inclusive of *Big Wheel Bike Tours* tour guides, in the Mecca Hills Wilderness. This limit includes individuals participating in training and “comp” tours (“comp” tours are those for which *Big Wheel Bike Tours* receives no compensation, whether monetary or services rendered).
2. Access into the Mecca Hills Wilderness is allowed only via the trail to Sheep Hole Oasis. Tours accessing the Mecca Hills Wilderness at other locations are not permitted.
3. *Big Wheel Bike Tours* will divide participants into groups of not more than sixteen (16) individuals per group, including tour guides, when entering the Mecca Hills Wilderness via the trail to Sheep Hole Oasis. Groups must be staggered at least fifteen (15) minutes apart.
4. No more than two (2) Box Canyon Bicycle Tours (“Box Canyon Express”) per day are allowed. “The Palm Springs Summer in Winter Getaway,” if it includes a hike to, or part way to Sheep Hole Oasis, shall be limited to the tour dates advertised by *Big Wheel Bike Tours*.
5. All vehicles and bicycles shall be confined to routes delineated on SRP-04-02 Map 2, except when transporting customers to and from the Mecca Hills-Orocopia Mountains region via paved roads, or when necessary during a tour to pull off the road for the scheduled rest break at Shavers Well, the hike to Sheep Hole Oasis, or to stop for other reasons. Cross-country vehicle and bicycle travel is strictly prohibited.

Mecca Hills-Orocopia Mountains: Red Canyon Vehicle and Bicycle Tours

6. *Big Wheel Bike Tours* is limited to a maximum of seven (7) individuals per day, not including *Big Wheel Bike Tours* drivers and tour guides, when conducting Red Canyon Bicycle Tours. *Big Wheel Bike Tours* is limited to a maximum of five (5) vehicles and thirty (30) individuals per day, including *Big Wheel Bike Tours* drivers and tour guides, when conducting Red Canyon Vehicle Tours.
7. No more than one (1) Red Canyon Bicycle or Vehicle Tour per day is allowed.
8. All vehicles and bicycles shall be confined to routes delineated on SRP-04-02 Map 3, except when transporting customers to and from the Mecca Hills-Orocopia Mountains region via paved roads, or when necessary during a tour to pull off the road for hikes into the Orocopia Mountains Wilderness (bicycle tours only), or to stop for other reasons. Cross-country vehicle and bicycle travel is strictly prohibited.

- 8(a). Pedestrian entry into the Orocopia Mountains Wilderness during Red Canyon Vehicle Tours is not allowed.
9. When traveling the Red Canyon Jeep Trail corridor through the Orocopia Mountains Wilderness, bicycles and vehicles are prohibited from venturing more than thirty (30) feet from the jeep trail to stop or park, or into the Orocopia Mountains Wilderness, whichever distance is less.
10. No more than one vehicle shall be used to transport customers to and from either of the two trailheads for the Red Canyon Bicycle Tour.

Mecca Hills-Orocopia Mountains: Box Canyon-Painted Canyon Driving and Hiking Tour

11. *Big Wheel Bike Tours* is limited to a maximum of forty-eight (48) individuals per day, inclusive of *Big Wheel Bike Tours* tour guides, in the Mecca Hills Wilderness. If a single tour includes access to the Mecca Hills Wilderness at more than one location (e.g., Painted Canyon and Sheep Hole Oasis), the same individual accessing each location will be counted only once relative to the maximum limit of forty-eight (48) individuals per day, i.e., the same individual may enter the Wilderness at more than one location. This limitation includes individuals participating in training and “comp” tours (“comp” tours are those for which *Big Wheel Bike Tours* receives no compensation, whether monetary or services rendered). An individual, however, may enter the Wilderness no more than one time at one location per day.
12. *Big Wheel Bike Tours* will divide participants into groups of not more than sixteen (16) individuals per group, including tour guides, when entering the Mecca Hills Wilderness. Groups must be staggered at least fifteen (15) minutes apart. If groups of not more than sixteen (16) individuals utilize different areas of the Mecca Hills Wilderness—that is, no two groups would use the same wash or canyon—staggering of groups at least fifteen (15) minutes apart is not required.
13. No more than one (1) Box Canyon-Painted Canyon Driving and Hiking Tour per day is allowed.
14. All vehicles shall be confined to routes delineated on SRP-04-02 Map 4, except when transporting customers to and from the Mecca Hills-Orocopia Mountains region via paved roads, or when necessary during a tour to pull off the road for hikes to Sheep Hole Oasis and in the Painted Canyon area, or to stop for other reasons. Cross-country vehicle travel is strictly prohibited.

Mecca Hills-Orocopia Mountains: Meccacopia Trail Vehicle and Bicycle Tours

- i. *Big Wheel Bike Tours* is limited to a maximum of five (5) vehicles and thirty (30) individuals per day, inclusive of *Big Wheel Bike Tours* drivers and/or tour guides, when conducting Meccacopia Trail Vehicle and Bicycle Tours. No more than one (1) Meccacopia Trail tour per day is allowed.
- ii. Meccacopia Trail Vehicle and Bicycle Tours are prohibited from June 1 through September 30 on the segment of the Meccacopia Trail that forms a corridor between the Mecca Hills and Orocopia Mountains Wildernesses (see SRP-04-02 Amendment Map 2).

- iii. Pedestrian entry into the Mecca Hills or Orocopia Mountains Wildernesses during Meccacopia Trail Vehicle and Bicycle Tours is not allowed.
- iv. All vehicles and bicycles shall be confined to routes delineated on SRP-04-02 Amendment Map 2, except when transporting customers to and from the Mecca Hills-Orocopia Mountains region via paved roads, or to stop for other reasons. Cross-country vehicle and bicycle travel is strictly prohibited.

Mecca Hills-Orocopia Mountains: All Tours

- 15. Tours in the Mecca Hills-Orocopia Mountains region shall not begin before sunrise and must conclude prior to sunset; transportation to the Mecca Hills and Orocopia Mountains may occur at any time.
- 16. No mechanical or mechanized equipment, including motorized vehicles and bicycles, shall enter the Mecca Hills Wilderness or the Orocopia Mountains Wilderness.
- 17. All bicycle riders are required to wear a helmet.
- 18. *Big Wheel Bike Tours* shall inform its clients prior to departure for the Mecca Hills-Orocopia Mountains region that sanitary facilities (restrooms) are not available on site.
- 19. *Big Wheel Bike Tours* shall advise clients of the following restrictions regarding desert tortoises:
 - (a) Handling of tortoises by clients is strictly prohibited.
 - (b) Desert tortoises, if encountered, shall be approached no closer than five (5) yards.
 - (c) If a dead or injured tortoise is encountered by clients, they must immediately inform *Big Wheel Bike Tours* staff.
- 20. (a) All employees of *Big Wheel Bike Tours* who guide tours in the Mecca Hills-Orocopia Mountains region shall participate in a tortoise education program prior to commencing tours (see stipulation "G2"). *Big Wheel Bike Tours* is responsible for ensuring that the education program is presented to tour guides. *Big Wheel Bike Tours* shall furnish the authorized officer with a list of trained employees.

(b) *Big Wheel Bike Tours* will not allow any employee who has not received this training to operate tour vehicles in the Mecca Hills-Orocopia Mountains region.
- 21. *Big Wheel Bike Tours* shall not perform road maintenance activities. However, if a road becomes impassible or travel on it becomes dangerous due to naturally occurring events, *Big Wheel Bike Tours* may take immediate action to rectify the situation such that tour vehicles may safely pass, but shall confine the action to the minimum area possible and use only hand tools. See stipulation "C8" for notification requirements.

Santa Rosa and San Jacinto Mountains National Monument: La Quinta Cove to Lake Cahuilla Hiking Tour

22. *Big Wheel Bike Tours* is limited to a maximum of fifty (50) individuals per day, not including *Big Wheel Bike Tours* tour guides.
23. No more than one (1) La Quinta Cove to Lake Cahuilla Hiking Tour per day is allowed.
24. Hikers are restricted to the La Quinta Cove to Lake Cahuilla Trail as depicted on SRP-04-02 Map 5; cross-country travel or use of other trails is not permitted.

Santa Rosa and San Jacinto Mountains National Monument: Visitor Center to Palm Desert Bicycle Tour (“Valley View Descent”)

25. *Big Wheel Bike Tours* is limited to a maximum of sixty (60) bicyclists per day, not including *Big Wheel Bike Tours* drivers and tour guides, staging at the National Monument Visitor Center.
26. No more than one (1) tour per day is allowed to stage in the National Monument Visitor Center parking lot (SRP-04-02 Map 6). No tours may be staged prior to or after regular Visitor Center operating hours unless approved in advance by the Authorized Officer.
27. *Big Wheel Bike Tours* is prohibited from staging tours in the National Monument Visitor Center parking lot on days of scheduled events when full utilization of the parking lot by participants and/or visitors is anticipated. *Big Wheel Bike Tours* shall coordinate the scheduling of its tours with the BLM to avoid event days.
28. Buses and/or vans accommodating more than approximately thirty (30) passengers may not be used to transport clients into the National Monument Visitor Center parking lot. Full-size buses are prohibited from using the parking lot. Upon disembarkation of clients, buses and/or vans shall immediately leave the parking lot.
29. Vehicles transporting bicycles shall depart from the National Monument Visitor Center parking lot as soon as bicycles have been unloaded and *Big Wheel Bike Tours* determines their presence is no longer necessary to support staging of the tour.
30. Bicycles shall be staged for use in the southwest corner of the National Monument Visitor Center parking lot and utilize as few parking spaces as necessary by parking bicycles at least three (3) deep and three (3) wide in each of the parking spaces; this generally would not allow for all bicyclists to simultaneously begin riding, rather those in the “back rows” would need to wait for those in the front rows to move their bicycles. If the southwest corner of the parking lot is being used for parking by other vehicles, *Big Wheel Bike Tours* staff will contact Visitor Center staff prior to unloading bicycles to determine the most suitable location.
31. Clients of *Big Wheel Bike Tours* are allowed to use the National Monument Visitor Center and its facilities as would any other visitor.
32. *Big Wheel Bike Tours* is prohibited from using the National Monument Visitor Center parking lot for any client services that are not specifically approved by the BLM, e.g., *Big Wheel Bike Tours*

is not allowed to set up a table for the purpose of distributing food or beverages to its clients.

33. Bicyclists shall be instructed to immediately leave the National Monument Visitor Center parking lot upon commencing to ride. Bicyclists shall be advised that riding within the parking lot any more than is necessary is prohibited. Bicyclists shall be instructed to ride single file to the right-hand side on the Visitor Center access road.
34. All vehicles associated with *Big Wheel Bike Tours* shall depart the National Monument Visitor Center parking lot after the last bicyclist has left.

Big Morongo Canyon Preserve Hiking Tour

35. *Big Wheel Bike Tours* is limited to a maximum of fifty (50) individuals per day, not including *Big Wheel Bike Tours* tour guides.
36. No more than one (1) Big Morongo Canyon Preserve Tour per day is allowed.
37. *Big Wheel Bike Tours* will divide participants into groups of not more than fifteen (15) individuals per group, including tour guides.
38. Hikers are restricted to established trails within Big Morongo Canyon Preserve (see SRP-04-02 Map 7); cross-country travel is not permitted.
39. Customers and employees of *Big Wheel Bike Tours* shall not play radios or make loud noises while in Big Morongo Canyon Preserve.
40. Playing of prerecorded tapes to elicit bird calls is acceptable provided calls of the least Bell's vireo or southwestern willow flycatcher are *not* played.
41. *Big Wheel Bike Tours* is required to coordinate its visits with Big Morongo Canyon Preserve staff in advance of a tour to minimize occurrences of overlap with school groups or other organized, scheduled parties. If the tour led by *Big Wheel Bike Tours* is of such size and/or visiting at such time of day to result in potential overcrowding of the trail system as determined by Preserve staff, *Big Wheel Bike Tours* will proceed down Big Morongo Canyon without using other trails in the system that will be occupied by other groups.

All Tours

42. No sanitary facilities (restrooms) shall be provided by *Big Wheel Bike Tours* except with written approval of the authorized officer.
43. *Big Wheel Bike Tours* shall inform its clients that in the event defecation on site is necessary, they shall abide by the following *Leave No Trace* principles:
 - (a) Deposit solid human waste in “catholes” dug six (6) to eight (8) inches deep at least 200 feet from water, trails, and roads.
 - (b) Cover and disguise the cathole when finished.
 - (c) Pack out toilet paper and hygiene products.

Burying of toilet paper and hygiene products is not permitted. *Big Wheel Bike Tours* shall provide for the removal of toilet paper and hygiene products, and properly dispose of these materials. *Big Wheel Bike Tours* is relieved of any responsibilities regarding urination on site by its clients and employees.

44. *Big Wheel Bike Tours* shall ensure its clients do not harass wildlife or behave in a manner that is harmful to wildlife.
45. Hunting, shooting, and collecting wildlife and plants by *Big Wheel Bike Tours*’ employees or clients while engaged in activities associated with the permitted use are prohibited.
46. Dogs shall not accompany any *Big Wheel Bike Tours* tour.
47. *Big Wheel Bike Tours* shall “pack out” and dispose of all refuse resulting from this use. Cigarette butts are considered refuse and shall not be left on site.
48. *Big Wheel Bike Tours* shall ensure its clients do not disturb or damage cultural resources including petroglyphs, ruins, prehistoric sites or artifacts, and historic sites or artifacts. Collection of artifacts, touching or “rubbing” petroglyphs, and excavation for hidden cultural resources are specifically prohibited.
49. *Big Wheel Bike Tours* is prohibited from engaging in the sale of any product while on public lands unless specifically approved in advance by the authorized officer.
50. A copy of the special recreation permit and stipulations shall be carried by each *Big Wheel Bike Tours* driver and tour guide while operating on public lands.

C. REPORTS AND NOTIFICATIONS

1. *Big Wheel Bike Tours* shall report observations of injured or dead desert tortoises (see stipulation "G6").
2. *Big Wheel Bike Tours* must furnish the authorized officer with the names and addresses of its officers and directors. *Big Wheel Bike Tours* must notify the authorized officer within fifteen (15) days of the names and addresses of newly appointed or terminated officers and directors.
3. *Big Wheel Bike Tours* must furnish the authorized officer with a list of individuals authorized to represent the company in conducting business. *Big Wheel Bike Tours* may provide a chain of command or company hierarchy specifying or limiting the authority of any individual listed. The authorized officer will only recognize listed representatives of *Big Wheel Bike Tours* as able to conduct business for the company.
4. *Big Wheel Bike Tours* shall furnish the authorized officer with a current brochure and schedule of prices for sales and services authorized by the Special Recreation Permit.
5. *Big Wheel Bike Tours* shall report the following information on the "Monthly Use Report" provided by the Palm Springs-South Coast Field Office (see Attachment 2): (a) number of clients (paying) for each day of the month for each tour; (b) number of clients (non-paying) for each day of the month for each tour; (c) number of *Big Wheel Bike Tours* drivers and tour guides, as applicable and specified on the "Monthly Use Report" form, for each day of the month for each tour; (d) number of *Big Wheel Bike Tours* vehicles, as applicable and specified on the "Monthly Use Report" form, for each day of the month for each tour, inclusive of any vehicles used for training trips and "comp" tours; and (e) gross revenue for each day of the month for each tour. Use shall be reported for each month. The "Monthly Use Report" shall be submitted to the authorized officer no later than ten (10) days after the end of each month.
6. Written notice to use equipment with outfitter markings (company names, logos, etc.) other than those of *Big Wheel Bike Tours* must be made to the authorized officer no later than one (1) day before the period of use. The notice must specify the time period during which such equipment will be used, as well as a description of the equipment. Notification may occur via electronic mail or facsimile transmission.
7. *Big Wheel Bike Tours* shall notify the authorized officer of any accident that occurs while involved in activities authorized by this permit which results in death, personal injury requiring hospitalization or emergency evacuation, or in property damage equal to or greater than the amount established by state law. Reports should be submitted within forty-eight (48) hours in the case of death or injury, or ten (10) days in accidents involving property damage. Also see *General Term* 13.
8. *Big Wheel Bike Tours* shall notify the authorized officer in writing within forty-eight (48) hours of any action(s) taken to facilitate safe passage of vehicles in accordance with stipulation "B21." Such notification shall describe the condition of the affected portion of the tour route, the location of the action, the equipment used to rectify the problem, the individual(s) accomplishing the work, and the date(s) and time(s) of day of the action.

D. TRANSFER OF PERMIT PRIVILEGES

In the event *Big Wheel Bike Tours* wishes to sell or otherwise terminate their business and desire the Special Recreation Permit privileges to be transferred to a new owner, the transfer is subject to prior approval by the authorized officer.

E. FINANCIAL

1. *Big Wheel Bike Tours* shall pay for use of public lands on a monthly basis. Payments shall be submitted to the authorized officer no later than ten (10) days after the end of each month. Payment shall be based on the most recent fee schedule as published in the Federal Register. Until adjustments to the fee schedule are published in the Federal Register and *Big Wheel Bike Tours* is notified of the change, the annual fee for *Big Wheel Bike Tours*' use of public lands is \$90.00 or three (3) percent of adjusted gross revenue, whichever is greater. A discount (adjustment) to gross revenue is allowed for time spent off public lands between the local community or permittee's headquarters and the public lands utilized for the advertised activity. The adjustment factor may be revised by the authorized officer at any time if acquisition of non-public lands or disposal of public lands so warrants such a revision. Attachment 1 describes the process for calculating fees due BLM by *Big Wheel Bike Tours*.
2. Use of Box Canyon Road in conjunction with the Box Canyon Bicycle Tour ("Box Canyon Express") and "Palm Springs Summer in Winter Getaway" does not require a Special Recreation Permit; hence, fees for its use are not applicable. However, use of other routes, trails, and areas on public lands in conjunction with commercial tours utilizing Box Canyon Road, including the Sheep Hole Oasis Trail in the Mecca Hills Wilderness and the Shavers Well area, does require a Special Recreation Permit and payment of applicable fees in the amount specified above.
3. To implement the requirements of the Debt Collection Improvement Act of 1996 (Public Law 104-134), *Big Wheel Bike Tours* shall furnish an appropriate Social Security Number (SSN) or Taxpayer Identification Number (TIN) to BLM on Form 1372-6. This form shall be provided to *Big Wheel Bike Tours* by BLM.

F. PERMIT RENEWAL

Authorization of *Big Wheel Bike Tours*' Special Recreation Permit does not constitute a commitment by the authorized officer to renew the permit upon its expiration. The authorized officer may accept or reject an application for a new permit and change the terms of the new permit.

G. STIPULATIONS FOR THE PROTECTION OF DESERT TORTOISES

1. *Big Wheel Bike Tours* shall designate a field contact representative (FCR) who will be responsible for overseeing compliance with protective stipulations for the desert tortoise and for coordination on compliance with the BLM. The FCR may be any employee of *Big Wheel Bike Tours*. The FCR shall have the authority to halt all activities that are in violation of the stipulations. The FCR shall ensure that employees of *Big Wheel Bike Tours* have a copy of all stipulations with them when conducting tours.
2. All employees of *Big Wheel Bike Tours* conducting tours in the Mecca Hills-Orocopia Mountains shall participate in a desert tortoise education program. The BLM has developed an appropriate desert tortoise education program for *Big Wheel Bike Tours* (see Appendix G). *Big Wheel Bike Tours* is responsible for ensuring that the education program is presented to its employees prior to conducting tours.
3. Only biologists authorized by the U.S. Fish and Wildlife Service, California Department of Fish and Game, and the BLM shall handle desert tortoises. Employees of *Big Wheel Bike Tours* are not allowed to handle tortoises.
4. Desert tortoises, if encountered, shall be approached no closer than five (5) yards.
5. Vehicles associated with the permitted activities shall be confined to approved routes of travel. Cross-country vehicle travel is prohibited.
6. Upon locating a dead or injured tortoise, the FCR is to notify the BLM Palm Springs-South Coast Field Office upon conclusion of the tour during which such tortoise was located. The information provided by the FCR must include the date and time of the finding or incident (if known), location of the carcass or injured animal, cause of death (if known), and other pertinent information.
7. Except on county-maintained roads, vehicle speeds shall not exceed twenty (20) miles per hour through desert tortoise habitat.
8. Tour guides shall inspect for tortoises under a vehicle prior to moving it. If a tortoise is present, the guide shall carefully move the vehicle only when necessary and when the tortoise would not be injured by moving the vehicle, or shall wait for the tortoise to move out from under the vehicle.
9. No dogs shall be allowed to accompany tours in desert tortoise habitat.
10. All trash and food items shall be promptly contained within closed, raven-proof containers. All trash and food items are to remain with each tour group; no such items are to be left for pick up at a later time.

ATTACHMENT 1

Calculation of Special Recreation Permit Fees **(see Stipulation “E1”)**

In accordance with Title 43 of the Code of Federal Regulations (CFR) §2932.30, the BLM Director establishes fees, including minimum annual fees, for Special Recreation Permits for commercial activities. On October 7, 2003, BLM approved Handbook 2930-1, Recreation Permit Administration, to provide consistent and explicit direction to supplement the Recreation Permit Administration Manual 2930 and regulations set forth in 43 CFR 2930.

In accordance with H-2930-1, the minimum annual fee for commercial Special Recreation Permits is updated every three years based on the Gross National Product Implicit Price Deflator Index. Effective March 1, 2005 through March 1, 2008, the minimum annual fee is \$90.00. All commercial permittees must pay at least the amount established as the minimum fee plus any fees due in excess of the minimum fee.

Use fees due in excess of the minimum fee are based upon a percentage of the adjusted gross revenue derived from use authorized under the Special Recreation Permit. Fees for commercial use permits are intended to provide a fair return to the government for the opportunity to make a profit for using public lands. Although commercial permittees normally pass this cost of doing business on to their guests, they are not use fees on guests.

Deductions. Deductions shall be allowed for actual transportation and lodging costs incurred before a guest's arrival at the beginning of a trip, and after departure at the end of a trip. For example, airplane travel from a gateway airport to the permittee's headquarters and lodging in a motel the night prior to the start of the trip are allowable deductions. Costs incurred between the permittee's headquarters or local community and the public lands, or costs incurred during the permitted activity or trip, regardless of public or private land status, cannot be deducted. Costs incurred for lodging on non-public land during the trip shall not be deducted; however, the time spent on non-public land may be applied to the discount for non-public land use. Pre-trip and post-trip requests for lodging deductions may need to be supported with lodging receipts as specified by the authorized officer.

Transportation Costs. Deductions are allowed to provide transportation for clients to the local community or permittee's headquarters. The intent is to allow adjustments for costs paid or borne by commercial permittees in bringing their clients to local communities or the permittee's headquarters prior to the trip, or returning them from such points after the trip. Enter either the actual amount paid to others or the current mileage rate allowance that the General Services Administration (GSA) allows for advantageous use of a privately owned vehicle for Government travel.

The intent is to not allow deductions for transportation costs between the local community or permittee's headquarters and the public lands.

The transportation cost adjustment is to be used for pre-trip and post-trip transportation only. Adjustments for the percent of time spent off public lands discussed below (Discounts) does not apply to pre-trip and post-trip transportation, as this would create a double deduction. Allowable transportation adjustments apply to both single day and multiple-day trips.

For further clarification for calculating the percent of time off public lands use fee adjustment, a trip is defined as: The time the client or participant spent with the permittee that starts either after the first night's lodging or when the client begins participating in the advertised use. For example, the trip is usually advertised by the permittee as a 5-day hunt or a 3-day river trip. Each day or permitted service is not considered a trip. A trip is usually the culmination of several consecutive days. A trip ends when the client returns to the permittee's headquarters or ledge for the last night's lodging.

Discounts. A discount will be allowed for time spent off public land from the time and date of entry to the time and date of exit from public lands (see Tables 1 and 2). For time spent on non-public lands, the authorized officer may require the permittee to submit a signed Trip Log or Operating Plan specifying this non-public land use. Commercial permittees who rent equipment, deliver, and pick-up customers on public lands or related waters are not eligible for this non-public land use discount. The discount fee adjustment will be based on the percent of total time on public lands from the following table:

Table 1 – Discount for Non-Public Land Use

Percent of Total Time on Public Lands or Related Waters	Fee Reduction	Multiplication Factor
Less than 6%	80%	0.20
6% - 60%	40%	0.60
61% - 100%	None	None

Table 2 – Eligible Deductions and Discounts

Trip sequence time line:

a	deduction	b	discount	public lands	discount	public lands	discount	b	deduction	a
---	-----------	---	----------	--------------	----------	--------------	----------	---	-----------	---

non-public lands

- a:** overnight lodging or long-distance pick-up/drop-off point
b: local community or permittee's headquarters
deduction: eligible for lodging and transportation deduction prior to and after the trip
discount: eligible for percent discount for time spent off public lands

Fee Calculation (general). Fees should be calculated as follows:

- Total all payments received by the permittee, their employees, or agents for goods or services provided in connection with commercial activities authorized by the Special Recreation Permit on public lands or related waters.
- Adjust the total customer payments by subtracting allowable deductions for transportation and lodging incurred before a guest's arrival at the beginning of a trip and after departure at the end of a trip, if any.
- Further adjust the total customer payments by applying applicable discounts for non-public land use, if any, from Table 1, i.e., multiply the adjusted total from (b) by the applicable factor from Table 1. There can be no overlap or double deduction with transportation costs identified in (b) above.
- Multiply the adjusted total by 0.03 (current fee is 3% of adjusted gross revenue).

(e) Subtract any prepaid fees from the total amount of fees due. This is the balance due BLM.

Determination of discount for non-public land use by Big Wheel Bike Tours. Traveling from the local community or permittee's headquarters to the site of the advertised activity, as well as the return trip, is ancillary to the advertised activity and generally consumes less time than spent on site. However, it does constitute time spent off public lands between the local community or permittee's headquarters and the site of the advertised activity. Therefore, in determining the non-public land use discount (from Table 1 above) relative to *Big Wheel Bike Tours'* activities authorized under the Special Recreation Permit, the road or trail mileage/time spent on public lands utilized for the advertised activity (e.g., driving, hiking, and bicycling) relative to the total road mileage/time spent from and returning to the local community or permittee's headquarters is considered to constitute an average of 75% of total time for the tour. Discounts for non-public land use are determined on a tour-specific basis, as described below. Indicated mileages are approximate.

Mecca Hills-Orocopia Mountains: Box Canyon Bicycle Tour ("Box Canyon Express")

Total mileage from Interstate 10 to pick-up point on Box Canyon Road: **17.5**
(includes 1.0 mile of hiking on the Sheep Hole Oasis Trail)
Mileage of tour route on public lands: **1.3** (excludes Box Canyon Road)
Percent of tour route on public lands: **7%** (excludes Box Canyon Road)
Percent of overall tour on public lands: **5%** (75% of 7%)
Fee reduction from Table 1: **80%**
Multiplication factor from Table 1: **0.20**

Mecca Hills-Orocopia Mountains: "The Palm Springs Summer in Winter Getaway"
(Applicable only if tours include use of the Sheep Hole Oasis Trail)

Total mileage from Joshua Tree, CA to pick-up point on Box Canyon Road: **76.0**
(includes 1.0 mile of hiking on the Sheep Hole Oasis Trail)
Mileage of tour route on public lands: **1.0** (excludes Box Canyon Road)
Percent of tour route on public lands: **1%** (excludes Box Canyon Road)
Percent of overall tour on public lands: **1%** (75% of 1%)
Fee reduction from Table 1: **80%**
Multiplication factor from Table 1: **0.20**

Mecca Hills-Orocopia Mountains: Red Canyon Vehicle and Bicycle Tours

Total mileage of Red Canyon Jeep Trail and access/egress routes: **36.5**
(includes 1.0 mile of non-trail hiking in wilderness—bicycle tour only)
Mileage of tour route on public lands: **28.0**
Percent of tour route on public lands: **77%**
Percent of overall tour on public lands: **58%** (75% of 77%)
Fee reduction from Table 1: **40%**
Multiplication factor from Table 1: **0.60**

Mecca Hills-Orocopia Mountains: Box Canyon-Painted Canyon Driving and Hiking Tour

Total mileage of vehicle routes and hiking trails in Box and Painted Canyons: **22.5**
(includes 2.0 miles of hiking on the Sheep Hole Oasis Trail and Painted Canyon trails)
Mileage of tour routes and trails on public lands: **4.0** (excludes Box Canyon Road)
Percent of tour routes and trails on public lands: **18%** (excludes Box Canyon Road)
Percent of overall tour on public lands: **14%** (75% of 18%)
Fee reduction from Table 1: **40%**
Multiplication factor from Table 1: **0.60**

Meccacopia Trail Vehicle and Bicycle Tours

Total mileage of tour route on the Meccacopia Trail: **10.5**
Mileage of tour route on public lands: **7.2**
Percent of tour route on public lands: **69%**
Percent of overall tour on public lands: **52%** (75% of 69%)
Fee reduction from Table 1: **40%**
Multiplication factor from Table 1: **0.60**

Santa Rosa and San Jacinto Mountains National Monument: La Quinta Cove to Lake Cahuilla Hiking Tour

Total mileage of La Quinta Cove to Lake Cahuilla Trail: **2.8**
Mileage of La Quinta Cove to Lake Cahuilla Trail on public lands: **1.2**
Percent of La Quinta Cove to Lake Cahuilla Trail on public lands: **43%**
Percent of overall tour on public lands: **32%** (75% of 43%)
Fee reduction from Table 1: **40%**
Multiplication factor from Table 1: **0.60**

Santa Rosa and San Jacinto Mountains National Monument: Visitor Center to Palm Desert Bicycle Tour ("Valley View Descent")

Fees for staging bicycle tours at the Santa Rosa and San Jacinto Mountains National Monument Visitor Center parking lot are **\$1.00** per customer. No discount for non-public land use is applicable.

Big Morongo Canyon Preserve Hiking Tour

Total mileage of Big Morongo Canyon Trail: **4.6**
Mileage of Big Morongo Canyon Trail on public lands: **3.8**
Percent of Big Morongo Canyon Trail on public lands: **83%**
Percent of overall tour on public lands: **62%** (75% of 83%)
Fee reduction from Table 1: **None**
Multiplication factor from Table 1: **None**

Fee calculation for Bike Wheels Bike Tours. Fees for *Big Wheel Bike Tours* are to be calculated as follows and reported on the “Monthly Use Report.”

Box Canyon Bicycle Tour (“Box Canyon Express”)

(a) **Total all payments** received by *Big Wheel Bike Tours* from its customers for the Box Canyon Bicycle Tour (“Box Canyon Express”) (gross revenue).

(b) **Adjust the total customer payments** for the tours described in (a) by subtracting allowable deductions for those portions of the payments used by *Big Wheel Bike Tours* to pay for activities or services not directly related to the activity on public lands, if any. For example, if a portion of the customer payment is used to pay an admission fee to the General Patton Museum at Chiriaco Summit, those payments may be deducted from the total of customer payments. All deductions must be reported to BLM. Any fees for activities or services not directly related to the activity on public lands but paid directly to the provider of said activities or services by the customer cannot be deducted.

(c) **Apply the 80% discount** for non-public land use for the tours described in (a) by multiplying the adjusted total from (b) by 0.20.

Red Canyon Vehicle and Bicycle Tours

Box Canyon-Painted Canyon Driving and Hiking Tour

Meccacopia Trail Vehicle and Bicycle Tours

La Quinta Cove to Lake Cahuilla Hiking Tour

(d) **Total all payments** received by *Big Wheel Bike Tours* from its customers for the Red Canyon Vehicle and Bicycle Tours, Box Canyon-Painted Canyon Driving and Hiking Tour, Meccacopia Trail Vehicle and Bicycle Tours, and La Quinta Cove to Lake Cahuilla Hiking Tour (gross revenue).

(e) **Adjust the total customer payments** for the tours described in (d) by subtracting allowable deductions for those portions of the payments used by *Big Wheel Bike Tours* to pay for activities or services not directly related to the activity on public lands, if any. All deductions must be reported to BLM. Any fees for activities or services not directly related to the activity on public lands but paid directly to the provider of said activities or services by the customer cannot be deducted.

(f) **Apply the 40% discount** for non-public land use for the tours described in (d) by multiplying the adjusted total from (e) by 0.60.

Big Morongo Canyon Preserve Hiking Tour

(g) **Total all payments** received by *Big Wheel Bike Tours* from its customers for the Big Morongo Canyon Preserve Hiking Tour (gross revenue).

(h) **Adjust the total customer payments** for the Big Morongo Canyon Preserve Hiking Tour by subtracting allowable deductions for those portions of the payments used by *Big Wheel Bike Tours* to pay for activities or services not directly related to the activity on public lands, if any. All deductions must be reported to BLM. [Note: There is no discount for non-public land use for the Big Morongo Canyon Preserve Hiking Tour.]

“The Palm Springs Summer in Winter Getaway”

(Applicable only if tours include use of the Sheep Hole Oasis Trail)

(i) **Total all payments** received by *Big Wheel Bike Tours* from its customers for “The Palm Springs Summer in Winter Getaway” (gross revenue).

(j) **First adjustment of the total customer payments** for “The Palm Springs Summer in Winter Getaway” is determined by subtracting allowable deductions for those portions of the payments used by *Big Wheel Bike Tours* to pay for activities or services not directly related to the activity on public lands, if any. This may include such items as overnight hotel costs that are included in payments to *Big Wheel Bike Tours* or entrance fees to Joshua Tree National Park that are paid by *Big Wheel Bike Tours*. All deductions must be reported to BLM.

(k) **Second adjustment of the total customer payments** for “The Palm Springs Summer in Winter Getaway” is determined by dividing the adjusted amount in (j) by seven (7) as only one of the seven tour days uses public lands.

(l) **Apply the 80% discount** for non-public land use for “The Palm Springs Summer in Winter Getaway” by multiplying the adjusted total from (k) by 0.20.

Visitor Center to Palm Desert Bicycle Tour (“Valley View Descent”)

(m) **Total all payments** received by *Big Wheel Bike Tours* from its customers for the Visitor Center to Palm Desert Bicycle Tour (“Valley View Descent”) (gross revenue).

(n) **Adjust the total customer payments** for the tours described in (m) by subtracting allowable deductions for those portions of the payments used by *Big Wheel Bike Tours* to pay for activities or services not directly related to the activity on public lands, if any. For example, if a portion of the customer payment is used to pay an admission fee to *The Living Desert*, those payments may be deducted from the total of customer payments. All deductions must be reported to BLM. Any fees for activities or services not directly related to the activity on public lands but paid directly to the provider of said activities or services by the customer cannot be deducted.

(o) **Apply the 80% discount** for non-public land use for the tours described in (m) by multiplying the adjusted total from (n) by 0.20.

TOTAL FEES DUE BLM

(p) **Add the adjusted and discounted amounts** from (c), (f), (h), (l), and (o).

(q) **Determine total fee** due the Bureau of Land Management by multiplying the adjusted and discounted total from (p) by 0.03 (3%).